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Attorneys for Plaintiff Okechukwu Mbama

**IN THE UNITED STATES DISTRICT COURT
 FOR THE NORTHERN DISTRICT OF CALIFORNIA**

Okechukwu Mbama, individually and on
 behalf of all others similarly situated,

Plaintiff,

vs.

Target Corporation, a Minnesota
 Corporation, and Does 1-25, inclusive,

Defendant.

Case No.

3014

PLAINTIFF'S COMPLAINT FOR:

1. Failure to Provide Rest Periods;
2. Failure to Provide Meal Periods;
3. Failure to Pay Wages;
4. Failure to Provide Accurate Itemized Wage Statements;
5. Late Pay of Wages;
6. Unlawful Business Practices (Bus. & Prof. Code §17200);

**CLASS ACTION
 DEMAND FOR JURY TRIAL**

Plaintiff, Okechukwu Mbama (hereinafter "Plaintiff"), individually and on behalf of all others similarly situated, brings this class action Complaint against Defendant, Target Corporation (hereinafter "Target"), and alleges the following upon information and belief, except as to those allegations concerning Plaintiff, which are alleged upon personal knowledge:

I. PRELIMINARY STATEMENT

1. Plaintiff, individually and on behalf of all others similarly situated, files this action to recover wages, statutory wages, punitive damages, and liquidated damages, for all present and former

1 employees of Target for its actions in failing to provide appropriate rest and meal periods, failing to
2 pay wages, failing to provide accurate itemized wage statements, and failing to timely pay wages at
3 the termination of his employment.

4 2. Target is a Minnesota corporation with an annual revenue in 2005 of \$52,620 million.
5 Target stores offer trendy merchandise at affordable prices. Target operates approximately 1,500
6 stores throughout the United States, including approximately 175 SuperTarget stores that “add an
7 upscale grocery shopping experience.”¹ Target operates approximately 212 stores in California as
8 well as three Distribution Centers.

9 3. Target works its employees without providing appropriate rest and meal periods as
10 required by California law, Target does not pay wages as required by California law, Target does not
11 provide accurate itemized wage statements as required by California law, and Target does not pay
12 their employees wages when due as required by California law. Pursuant to California’s strong
13 policy of assuring employees are provided appropriate rest and meal periods, are paid their wages, are
14 provided accurate itemized wage statements, and are timely paid, Plaintiffs seek appropriate
15 recoveries including costs of suit, attorney fees, interest, and other relief this Court deems necessary.

16 4. Plaintiff was an hourly employee of Target. Plaintiff worked for Target in Albany,
17 California from approximately July 2005 to November 2005. Plaintiff performed the services
18 required of him during his employment. However, during Plaintiff’s employment, Target did not do
19 its duty to provide appropriate rest and meal periods in compliance with California law, nor did
20 Target pay wages in compliance with California law, nor did Target provided accurate itemized
21 wage statements in compliance with California law, nor did Target pay wages in a timely manner in
22 compliance with California law.

23 II. PARTIES

24 5. At all material times, Plaintiff and all others similarly situated are current and former
25 employees of Target, in the State of California which is subject to California State wage and hour
26 provisions.

27
28 ¹www.target.com/

6. Target, at all material times herein, is doing business as “Target Corporation” in the State of California.

7. Plaintiff Okechukwu Mbama at the time of filing this Complaint is an individual who resides in the State of California and who is a citizen of the State California.

8. Target is a company organized and existing under the laws of the State of Minnesota, with its principal place of business in the State of Minnesota.

9. The true names and capacities of Defendants, Does One through Twenty-five, inclusive, are presently unknown to Plaintiffs, who therefore sues said Defendants by such fictitious names. Plaintiffs will seek leave of Court to amend this Complaint to insert the true names and capacities of said fictitiously named Defendants when the same have been ascertained.

10. Plaintiff is informed and believe, and thereon allege, that at all relevant times herein mentioned, each Defendant was the agent, representative, principal, servant, employee, partner, alter ego, joint venture, successor-in-interest, assistant, and/or consultant of each and every remaining Defendant, and as such, was at all times acting within the course, scope, purpose and authority of said agency, partnership and/or employment, and with the express or implied knowledge, permission, authority, approval, ratification and consent of the remaining Defendants and each Defendant was responsible for the acts alleged herein, were “employers” as set forth by California law, and all Defendants herein were also negligent and reckless in the selection, hiring, and supervision of each and every other Defendant as an agent, representative, principal, servant, employee, partner, alter ego, joint venture, successor-in-interest, assistant, and/or consultant.

III. JURISDICTION

11. This is an action under 28 U.S.C. § 1332 (d)(2) to recover wages, statutory damages, liquidated damages, and exemplary damages for current and former employees of Target who are/were hourly employees in California. The amount in controversy exceeds \$5,000,000.00 exclusive of interest and costs. The class will exceed 100 members. Further, Plaintiff is diverse from Target.

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1 **IV. VENUE AND INTRADISTRICT ASSIGNMENT**

2 12. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 (a) because this Court has
3 personal jurisdiction over Target, which: (1) conducts business in the State of California, including
4 the City of Albany, (2) hires and maintains employees in the State of California, including the City of
5 Albany, and (3) avails itself of the protection of the laws of the State of California.

6 13. This lawsuit is based on facts that warrant assignment to a division in this district (i.e.
7 Target maintains stores in Alameda County as well as elsewhere in the State of California). Plaintiff
8 Okechukwu Mbama worked in Albany, California for the Defendant. Plaintiff requests assignment to
9 the Oakland division.

10 **V. CLASS ACTION ALLEGATIONS**

11 14. Plaintiff brings this action as a class action to recover statutory damages and monies
12 due and owing for all current and former employees of Target for its failure to provide appropriate
13 rest and meal periods pursuant to California law, failure to pay wages pursuant to California law,
14 failure to provide accurate itemized wage statements pursuant to California law, and failure to timely
15 pay wages at the termination of employment pursuant to California law.

16 15. Plaintiff prosecutes this Complaint pursuant to Rule 23(a), (b)(1), and (b)(3) of the
17 Federal Rules of Civil Procedure on behalf of a class consisting of current and former employees.
18 Common questions of fact and law exist as to all class members and predominate over any questions
19 that affect only individual class members. The conduct at issue in this case affected Plaintiff and all
20 purported class members. Based on information and belief, the members of the class exceeds 100
21 persons, and that number will increase depending upon employee turnover.

22 16. Target failed to provide appropriate rest and meal breaks as required by California law.

23 17. Target is required to provide Plaintiff and all others similarly situated uninterrupted
24 rest periods. Pursuant to California law, Target is required to provide an uninterrupted duty-free 10
25 minute rest period for every four hours worked or major fraction thereof.

26 18. Target failed to provide Plaintiff and all others similarly situated rest periods in
27 compliance with California law.

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1 19. Target is required to provide Plaintiff and all others similarly situated meal periods.
2 Pursuant to California law, Target is required to provide an uninterrupted duty-free 30 minute meal
3 period after 5 hours of work per day, and Target is required to provide a second uninterrupted duty-
4 free 30 minute meal period after 10 hours of work per day.

5 20. Target failed to provide Plaintiff and all others similarly situated meal periods in
6 compliance with California law.

7 21. Because Target required Plaintiff and all others similarly situated to work instead of
8 providing rest and meal periods, Plaintiff and all others similarly situated are owed wages and
9 damages pursuant to California law including but not limited to, Cal. Lab. Code §§ 203 and 226.7.

10 22. Target is required to provide accurate itemized wage statements per pay period to
11 Plaintiff and all others similarly situated pursuant to California law including but not limited to, Cal.
12 Lab. Code § 226. Target failed to provide accurate itemized wage statements to Plaintiff and all
13 others similarly situated. Because Target failed to provide itemized wage statements, Target owes
14 Plaintiff and all others similarly situated damages.

15 23. When the employments of Plaintiff and all others similarly situated were terminated
16 from Target, Target failed to make immediate payment of all wages due and owing as required by
17 California law.

18 24. Target's actions in failing to provide appropriate rest and meal periods, failing to pay
19 wages, failing to provide accurate itemized wage statements, and failing to pay all monies due and
20 earned upon termination of employment, pursuant to California law, were willful.

21 25. Target's actions, detailed herein, were part of a statewide and/or nationwide corporate
22 plan and scheme, which affected all employees who worked for Target. As a direct and proximate
23 result of Target's illegal, company-wide plan, practice and scheme, Plaintiff (1) was required to work
24 through mandatory rest and meal periods as required by California law, (2) was not compensated for
25 the unprovided rest and meal periods, (3) was not paid wages, (4) was not provided accurate itemized
26 wage statements, (5) was not paid their wages on time, and (6) was victimized by Target's policies
27 and practices set forth herein. Plaintiff and all others similarly situated are entitled to recover monies
28 for the unprovided rest and meal periods including, but not limited to, wages, statutory wages,

pursuant to California law. Plaintiff is entitled to request injunctive relief. Also, Plaintiff and all others similarly situated are entitled to recover appropriate reasonable attorney fees, costs, and interest.

26. **DEFINITION OF SUB-CLASSES** – Plaintiff seeks class certification to include, but not limited to, the following potential sub-classes, pursuant to Rule 23(a), (b)(1), and (b)(3) of the Federal Rules of Civil Procedure.

- A. **UNPAID REST PERIOD STATUTORY CLASS** – Within the applicable time period prior to the filing of this complaint up through and including the present date through adjudication, for Plaintiff and all others similarly situated who worked for Target and who did not receive appropriate rest periods as required by California law.
- B. **UNPAID MEAL PERIOD STATUTORY CLASS** – Within the applicable time period prior to the filing of this complaint up through and including the present date through adjudication, for Plaintiff and all others similarly situated who worked for Target and who did not receive meal periods as required by California law.
- C. **ITEMIZED WAGE STATEMENT CLASS** – Within the applicable time period prior to the filing of this complaint up through and including the present date through adjudication, for Plaintiff and all others similarly situated who worked for Target and whose wage statements that were provided by Target were inaccurate or not provided as required by California law.
- D. **LATE PAYMENT CLASS** – Within the applicable time period prior to the filing of this complaint up through and including the present date through adjudication, for Plaintiff and all others similarly situated whose employment with Target ended and who did not receive all wages when due as required by California law.

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1 E. **BUSINESS AND PROFESSIONS CLASS** – Within the applicable time
 2 period prior to the filing of this complaint up through and including the present
 3 date through adjudication, for Plaintiffs and all others similarly situated who
 4 were required to work through mandatory rest and meal periods, who were not
 5 paid wages, including minimum wage and overtime, and who were paid late
 6 wages.

7 27. **NUMEROSITY** – Based on information and belief, the members of the State wage
 8 and hour class exceeds 100 persons. This number may increase depending upon the turnover rate for
 9 employees over the applicable statutory period prior to the filing of this complaint.

10 28. **QUESTIONS OF LAW AND FACT** – Common questions of fact and law exist as to
 11 all class and subclass members and predominate over any questions that affect only individual class
 12 members. The conduct at issue in this case affected all former Target employees. Common questions
 13 include:

- 14 A. Whether Plaintiff and class members are subject to California State wage and
- 15 hour statutes.
- 16 B. Whether Target failed to provide Plaintiff and class members rest periods as
- 17 required by California State wage and hour statutes.
- 18 C. Whether Target failed to provide Plaintiff and class members meal periods as
- 19 required by California State wage and hour statutes.
- 20 D. Whether Plaintiff and class members were not provided accurate itemized wage
- 21 statements as required by California law.
- 22 E. Whether Target failed to pay Plaintiff and class members all wages after
- 23 termination of their employment when those wages were due.
- 24 F. Which remedies are available for the violations of state wage and hour laws.
- 25 G. What are the statute of limitations for each claim for relief.

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2 29. **TYPICALITY** – The claims of the named Plaintiff are typical of the claims of the
3 members of the wage and hour class in that:

- 4 A. Plaintiff is a member of the class.
5 B. Plaintiff's claims stem from the same practice or course of conduct that forms
6 the basis of the class.
7 C. Plaintiff's claims are based upon the same legal and remedial theories as those
8 of the class and involve similar factual circumstances.
9 D. There is no antagonism between the interests of the named Plaintiff and absent
10 class members.
11 E. The injuries which Plaintiff suffered are similar to the injuries which class
12 members have suffered.

13 30. **REPRESENTATION BY PLAINTIFF** – The named Plaintiff will fairly and
14 adequately represent the class in that:

- 15 A. There is no conflict between Plaintiff's claims and those of other class and
16 subclass members.
17 B. Plaintiff has retained counsel who are skilled and experienced in wage and hour
18 cases and in class actions and who will vigorously prosecute this litigation.
19 C. Plaintiff's claims are typical of the claims of class members.

20 31. **CERTIFICATION** – of Plaintiff's claims is appropriate because:

- 21 A. Common questions of law or fact predominate over questions affecting only
22 individual members.
23 B. The forum is convenient to the parties, class members, and potential witnesses,
24 the class is specifically identifiable to facilitate provision of adequate notice,
25 and there will be no significant problems managing this case as a class action.
26 C. A class action is superior to other available methods for the fair and efficient
27 adjudication of this controversy because individual class members have a
28 minimal interest in controlling the prosecution of separate actions.

32. **Private Attorneys General Act of 2004:** Pursuant to the Private Attorneys General Act of 2004, Cal. Lab. Code § 2698, et seq., Plaintiff has given notice to Defendant and to California Labor and Workforce Development Agency of Target's violations of Cal. Lab. Code sections: 201, 202, 203, 226(a), 226.7, 510, 512, 1194, and 1197. After the notice period provided in Cal. Lab. Code § 2699.3, Plaintiff intends to amend his complaint to include civil penalties provided for in California law including, but not limited to, Cal. Lab. Code sections: 226.3, 558, 1197.1, and 2699.

VI. FACTS

32. Plaintiff, Okechukwu Mbama, was an hourly employee from approximately July 2005 to November 2005. Mr. Mbama worked for Target in Albany, California as a "Department Manager." Although, Mr. Mbama was a manager, his work entailed 75% non managerial duties and only 25% managerial duties. Mr. Mbama regularly missed rest and meal periods and was paid his final wages late.

33. Mr. Mbama was terminated from his employment with Target on November 22, 2005. He did not receive his final paycheck until February 1, 2006.

VII. CLAIMS FOR RELIEF

FIRST CLAIM FOR RELIEF

(Failure to Provide Rest Periods: Cal. Lab. Code §§ 226.7 and 516)

34. Plaintiff incorporates the allegations contained in all preceding paragraphs as though fully set forth herein.

35. At all times material herein, Plaintiff and all others similarly situated were employed by Defendant.

36. The California Labor Code and the IWC provide for minimum employment conditions to be followed by all employers within the State of California. California law, including but not limited to Cal. Lab. Code §§ 226.7 and 516, and IWC wage orders, including but not limited to IWC wage order 7-2001, requires that employees receive an uninterrupted paid rest break of not less than 10 minutes for each period of four hours worked or major fraction thereof.

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37. Within the applicable time period prior to the filing of this complaint up through and including the present date through adjudication, Target failed to provide Plaintiff and all others similarly situated uninterrupted rest periods, and failed to pay Plaintiff and all others similarly situated for those rest periods not provided, including civil statutory wages pursuant to Cal. Lab. Code §§ 226.7 and 203. Target's failure to provide duty-free rest periods was malicious, fraudulent, and oppressive.

38. Plaintiff and all others similarly situated seek unpaid wages and statutory wages for the time period allowed by law plus costs, interest, disbursements, and attorney fees pursuant to California law including, but not limited to, Cal. Lab. Code §§ 203, 226.7, and 1194.

SECOND CLAIM FOR RELIEF

(Failure to Provide Meal Periods: Cal. Lab. Code §§ 226.7, 512, and 516)

39. Plaintiff incorporates the allegations contained in all preceding paragraphs as though fully set forth herein.

40. At all times material herein, Plaintiff and all others similarly situated were employed by Target.

41. The California Labor Code and the IWC provide for minimum employment conditions to be followed by all employers within the State of California. California law, including but not limited to Cal. Lab. Code §§ 226, 512, and 516, and IWC wage orders require, in part, that employees receive an uninterrupted meal period of not less than 30 minutes for each shift over five hours.

42. Within the applicable time period prior to the filing of this complaint up through and including the present date through adjudication, Target failed to provide Plaintiff and all others similarly situated with uninterrupted meal periods of not less than 30 minutes as required in violation of California law including, but not limited to, Cal. Lab. Code §§ 226.7, 512, and 516, and IWC wage orders, and failed to pay Plaintiff and all others similarly situated for those meal periods not provided. Target's failure to provide duty-free meal periods was malicious, fraudulent, and oppressive.

43. As a result of Target's failure to provide meal periods as required, Plaintiff and all others similarly situated are entitled to recover wages for those rest periods that were not provided plus statutory wages as required by California law including, but not limited to, Cal. Lab. Code §

1 226.7 and 203.

2 44. Plaintiff and all others similarly situated seek unpaid wages and statutory wages for the
3 three years prior to filing of this complaint plus costs, interest, disbursements and attorney fees
4 pursuant to California law including, but not limited to, Cal. Lab. Code §§ 218.5, 218.6, 203, and
5 226.7.

6 **THIRD CLAIM FOR RELIEF**

7 **(Failure to Pay All Wages: Cal. Lab. Code § 218)**

8 45. Plaintiff incorporates the allegations contained in all preceding paragraphs as though
9 fully set forth herein.

10 46. At all times material herein, Plaintiff and all others similarly situated were employed
11 by Target.

12 47. Within the applicable time period prior to the filing of this complaint up through and
13 including the present date through adjudication, Target failed to pay wages as required by California
14 law. Target's failure to pay all wages was malicious, fraudulent, and oppressive.

15 48. During the course of Plaintiff's employment, Target allowed, suffered, and permitted
16 Plaintiffs and all others similarly situated to perform work for the benefit of Target instead of paying
17 wages.

18 49. As a result, Plaintiff and all others similarly situated are entitled to wages pursuant to
19 California law including, but not limited to, Cal. Lab. Code § 218.

20 50. Target's behavior in failing to pay Plaintiff and all others similarly situated for all
21 hours worked was willful, and there remain due and unpaid wages in amounts to be determined.

22 51. Plaintiff, on his behalf, and on behalf of all others similarly situated, seeks as damages
23 in an amount to be determined, fees, and costs, pursuant to California law including, but not limited
24 to, Cal. Lab. Code §§ 203 and 218, plus costs, disbursements, and attorney fees, pursuant to
25 California law including, but not limited to, Cal. Lab. Code §§ 218.5 and 218.6.

26 **FOURTH CLAIM FOR RELIEF**

27 **(Failure to Provide Accurate Itemized Wage Statements; Cal. Lab. Code § 226)**

28 52. Plaintiff incorporates the allegations contained in all preceding paragraphs as though

1 fully set forth herein.

2 53. At all times material herein, Plaintiff and all others similarly situated were employed
3 by Target.

4 54. Target is required to comply with California wage and hour law. Target is required to
5 provide accurate itemized wage statements for each pay period to Plaintiff and all others similarly
6 situated pursuant to California law including, but not limited to, Cal. Lab. Code §226.

7 55. Within the applicable time period prior to the filing of this complaint up through and
8 including the present date through adjudication, Target failed to provide accurate itemized wage
9 statements to Plaintiff and all others similarly situated whereby Plaintiff and all others similarly
10 situated were harmed. Target's failure to provide accurate itemized wage statements was malicious,
11 fraudulent, and oppressive.

12 56. Plaintiff seek payment of statutory damages pursuant to Cal. Lab. Code § 226(e) for
13 each employee who did not receive accurate itemized wage statements during their employments with
14 Target. Plaintiff also seeks the payment of costs, interest, and attorney fees, pursuant to Cal. Lab.
15 Code §§ 218.5 and 218.6.

16 **FIFTH CLAIM FOR RELIEF**

17 **(Late Payment of Wages: Cal. Lab. Code §§ 201, 202, and 203)**

18 57. Plaintiff incorporates the allegations contained in all preceding paragraphs as though
19 fully set forth herein.

20 58. At all times material herein, Plaintiff and all others similarly situated were employed
21 by Target.

22 59. Within the applicable time period prior to the filing of this complaint up through and
23 including the present date through adjudication, Target willfully failed to pay all wages to Plaintiff
24 and all others similarly situated upon termination of their employment when those wages were due,
25 which entitles Plaintiff and all others similarly situated up to 30 days of statutory wages for each pay
26 period when wages were not paid as required by California law including, but not limited to, Cal. Lab.
27 Code §§ 201, 202, and 203.

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60. Plaintiff and all others similarly situated seek statutory wages for the applicable time period prior to filing of this complaint plus costs, interest, disbursements, and attorney fees, pursuant to California law including, but not limited to, Cal. Lab. Code §§ 201, 202, 203, 218.5, 218.6, and 226.7.

SIXTH CLAIM FOR RELIEF

(Unfair Competition: Cal. Bus. & Prof. Code § 17200, et seq.)

61. Plaintiff incorporates the allegations contained in paragraphs 1- 102 as though fully set forth herein.

62. At all times material herein, Plaintiff and all others similarly situated were employed by Target.

63. Within the applicable time period prior to the filing of this complaint up through and including the present date through adjudication, Target failed to comply with the wage and hour provisions of the State of California, as set forth herein.

64. Plaintiff, individually, and on behalf of the general public, allege that at all relevant times Target's actions including, but not limited to, its violations of California law and California Labor Codes, as set forth above, constitute a continuing and ongoing unfair and unlawful activity prohibited by Cal. Bus. & Prof. Code § 17200, et seq., and justify restitution and/or injunctive relief. The unlawful business practices of Target are likely to continue, mislead the public (that employees are being provided appropriate rest and meal periods, are being paid wages, including the promised rate of wages, minimum wage, and overtime, and are being timely paid), and shall present a continuing threat to the public. Target's actions of avoiding compliance with conditions of labor and wage obligations and expenses are an unfair business practice. These violations constitute a threat and unfair business policy. Plaintiff has suffered injury in fact and have lost money or property as a result of such unfair competition. The Court is authorized to order restitution and/or an injunction as a remedy for any violations of Cal. Bus. & Prof. Code § 17200, et seq. Plaintiff allege that Target violated California Labor Code statutes.

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65. Target has engaged in unfair business practices in California by utilizing the illegal employment practices outlined above including, but not limited to, failing to provide Plaintiff appropriate rest and meal periods, failing to pay wages, including the promised rate of wages, minimum wages, and overtime, and failing to compensate for sums due for labor, fees, and penalties. Target's use of such practices constitutes an unfair business practice and unfair competition, and provides an unfair advantage over Target's competitors. Plaintiff seeks full restitution of said monies from Target, as necessary and according to proof, to restore any and all monies withheld, acquired, or converted by Target by means of the unfair practices complained of herein.

66. Plaintiff alleges that, at all relevant times, Target has engaged in unlawful, deceptive, and unfair business practices prohibited by Cal. Bus. & Prof. Code § 17200, et seq. including those set forth in the paragraphs above thereby depriving Plaintiff and the public of the minimum working conditions and standards due them under California Labor Code and IWC Wage Orders.

VIII. PRAYER FOR RELIEF

WHEREFORE, Plaintiff demands judgment against Target as follows:

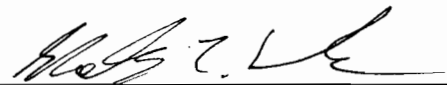
1. For all unpaid wages in an amount to be determined at the time of trial;
2. Pursuant to Cal. Bus. & Prof. Code § 17203, that Target be preliminarily and permanently enjoined from: a) failing to provide employees mandatory rest and meal periods; b) permitting and unlawfully allowing employees to work hours instead of providing appropriate rest and meal periods, and not paying civil statutory wages; c) permitting and unlawfully allowing employees to work hours instead of receiving appropriate rest and meal periods without compensating the employees ; d) failing to pay employees wages; e) failing to provide employees with accurate itemized wage statements; and f) failing to pay employees all wages due upon termination of employment within the time proscribed by law;
3. Pursuant to Cal. Bus. & Prof. Code §17203 and the equitable powers of this Court, that Target be ordered to restore to Plaintiffs all funds acquired by means of any act or practice declared by this Court to be unlawful or fraudulent or to constitute unfair competition under Bus. & Prof. Code §17200, et seq.;

4. For restitutionary disgorgement of wages and related sums, statutory wages, attorney fees, and all other remedies available pursuant to Cal. Bus. & Prof. Code § 17200, et seq.;
5. For statutory wages pursuant to California law including, but not limited to, Cal. Lab. Code §§ 203, 226, 226.7, and 510;
6. For liquidated damages pursuant to California law including, but not limited to, Cal. Lab. Code §§ 1194 and 1194.2;
7. For punitive and exemplary damages pursuant to Cal. Civ. Code § 3294;
8. For costs and disbursements, pre-judgment and post-judgment interest in the amount of 10% per annum, liquidated damages, and attorney fees, pursuant to Cal. Lab. Code §§ 218.5, 218.6, 1194, and 1194.2;
9. For such further or alternative relief in favor of Plaintiffs and all class members as the Court deems appropriate.

Dated: June 7, 2007

Bailey Pinney PC

By



Shelby Clark
Attorney for Plaintiff
Okechukwu Mbama

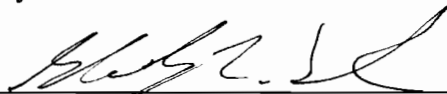
JURY TRIAL DEMAND

Pursuant to Federal Rule of Civil Procedure 38(b) and Civil Local Rule 3-6(a), Plaintiff demands a jury trial for all issues so triable.

Dated: June 7, 2007

Bailey Pinney PC

By



Shelby Clark
Attorney for Plaintiff
Okechukwu Mbama


CERTIFICATION OF INTERESTED ENTITIES OR PERSONS

Pursuant to Civil L.R. 3-16, the undersigned certifies that as of this date, other than the named parties, there is no such interest to report.

Dated: June 7, 2007

Bailey Pinney PC

By



Shelby Clark
Attorney for Plaintiff
Okechukwu Mbama